

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
Time Stamp 2: 56

TOTAL BASE BID 3,004,000.-

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 21, 2009

Project Manager: Chris Mastrodicasa – 535-8350

**SAN JOSE ENVIRONMENTAL INNOVATION
CENTER PHASE I**

BIDDER NAME: O'Grady Paving, Inc

Bond ☒ Cashier's Check _____

Addendums Included ()

YES _____ NO _____

NonCollusion Affidavit

YES ☒ NO _____

PROPOSAL TO CITY OF SAN JOSE

FOR

San Jose Environmental Innovation Center - Phase I

Name of Bidder: O'Grady Paving Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on _____, entitled **SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I** and the Specifications approved by the Director of Public Works on _____, entitled **SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES
FOR
SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I

ITEM	SPECIFICATION SECTION(S)	DESCRIPTION OF ITEM	TOTAL Base Bid
1.	013000	ADMINISTRATIVE REQUIREMENTS (mobilization)	\$ 150,000 -
2.	015000	TEMPORARY FACILITIES AND CONTROLS (erosion control)	\$ 28,000 (Fixed Lump Sum)
3.	015000	TEMPORARY FACILITIES AND CONTROLS (emergency erosion and sediment control)	\$ 30,000 (Fixed Lump Sum)
4.	012000	PRICE AND PAYMENT PROCEDURES (utility conflict)	\$ 130,000 (Fixed Lump Sum)
5.	024100, 311000	DEMOLITION AND SITE CLEARING (Hazardous Material Removal)	\$ 300,000 (Fixed Lump Sum)
6.	024100, 311000	DEMOLITION AND SITE CLEARING	\$ 50,000 -
7.	101400	SIGNAGE	\$ 20,000 -
8.	312200	GRADING	\$ 500,000 -
9.	320100	OPERATION AND MAINTENANCE	\$ 10,000 -
10.	321100	AGGREGATE BASE PAVING	\$ 10,000 -
11.	321200	FLEXIBLE PAVING	\$ 245,000 -
12.	323200	RIGID PAVING	\$ 35,000 -
13.	323113	CHAIN LINK FENCES AND GATES	\$ 40,000 -
14.	323119	DECORATIVE METAL FENCES AND GATES	\$ 80,000 -
Continued on next page			
Continued from previous page			

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I.

CRAIG E. YOUNG
(print name)

, being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on May 21, 2009

O'Crady Paving Inc.
Legal Company Name

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 029472494
Expiration Date: 12-31-09
State Contractor Lic. No.: 201696
Classification: A
Expiration Date: 12-31-09
Federal I. D. No.: 94-1493692
Address: 2513 Wyandotte St.
Mountain View, 94043
Telephone: 650 966-1926

By: Craig E. Young

Title: VP

NOTARY

On May 21, 2009 before me, Erica Lopez, Notary Public, personally appeared

(name and title of officer)

Craig E. Young who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

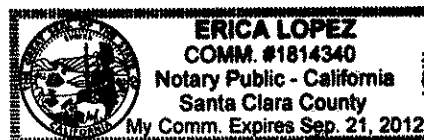
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Notary Public

(Seal)



NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Sep 21, 2015
COMM #1814340
ERICA LOPEZ



LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
KMA Concrete	San Jose		Concrete
RMT	Oakland		Landscaping
Alpha & Omega Pavers	Moreno Valley		Pavers
Signal	San Jose		Electrical
Chrisp	Fremont		Striping
W.L. Butler	Redwood City		Canopy
AAA Fence	Santa Clara		Fencing
Pacific Underground	San Jose		Underground

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Previous City of San Jose Projects

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

CONTRACT AMOUNT

Previous City of San Jose Projects

RELIABLE CONTRACTOR DECLARATION

CIWMB 168 (Revised 2/08)

This form must be completed and submitted to City of San Jose at the time of the bid. The City will submit to the California Integrated Waste Management Board (CIWMB) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CIWMB's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to the CIWMB a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page for a listing of events, or refer to www.ciwmb.ca.gov/Regulations/Title14/.

Please return the completed form at the time of the bid:

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: O'Grady Paving Inc.	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: CRAIG E. YOUNG	
MAILING ADDRESS: 2515 Wyandotte St. Mountain View 94043	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
Signature Craig E. Young	Date 5-21-09

Title 14 CCR, Division 7, Chapter 1

Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees

Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a board agreement, grantee or borrower is unreliable and should be placed on the board's Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to the board due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a board loan, as evidenced by written notice from board staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by the board; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the board contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous board contract, any subcontract for a board agreement, grant, or loan, resulting in termination of the board contract, subcontract, grant or loan by the board or prime contractor; or
- (g) Placement on the board's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any board contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by the Board to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, O'Grady Paying, Inc as PRINCIPAL,
and Travelers Casualty and Surety Company, a corporation duly organized under the
laws of the State of of America Connecticut and duly licensed to become sole surety on bonds
required or authorized by the State of California, as SURETY, are held and firmly bound unto the
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the
City of San Jose, for the work described below; for the payment of which sum in lawful money of
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of 10% of amount bid DOLLARS (\$
10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for
certain construction specifically described as follows, for which bids are to be opened in the
Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San
Jose, CA 95113, on May 21, 2009 for **SAN JOSE ENVIRONMENTAL INNOVATION
CENTER - PHASE I**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time
and manner required under the specifications, after the prescribed forms are presented to Principal
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance
policies with the City, all as required by the specifications and the contract or by law, then the
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to
be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 18th
day of May, 2009.

PRINCIPAL

O'Grady Paving, Inc

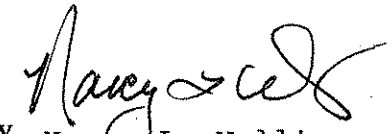

Legal Company Name

SURETY

Travelers Casualty and
Surety Company of America
Legal Company Name

Indicate Type of Entity

By _____
Title:


By Nancy L. Wallis
Title: Attorney in Fact

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

California All-Purpose Acknowledgment

State of California

County of

Santa Clara

} ss.

On May 21, 2009 before me, Erica Lopez Notary Public
Name and Title of Notary Public
personally appeared Craig E. Young

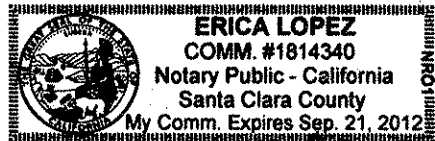
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



This area for official notarial seal

(Optional) My commission expires on: _____

(Optional) Phone No.: _____

1. The first part of the document is a list of the names of the persons who have been named in the document. The names are listed in alphabetical order. The names are: [illegible]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sonoma

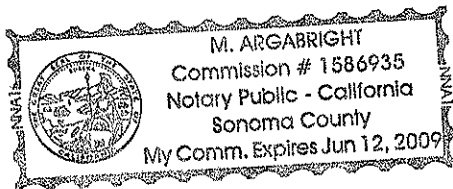
On May 18, 2009 before me, M. Argabright - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Nancy L. Wallis

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public - M. Argabright

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220020

Certificate No. 002929786

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Catherine A. Pinney, Bruce G. Okrepkie, and Nancy L. Wallis

of the City of Petaluma, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of April, 2009

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson

George W. Thompson, Senior Vice President

On this the 9th day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

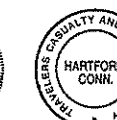
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2009.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.